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ABSTRACT

The collective bargaining agreement between the University of Maine and the Associated Faculties of the University of Maine, the Faculty Unit (1,200) of the National Education Association, covering the period July 1, 1985-June 30, 1987, is presented. Items covered in the agreement include: unit recognition; academic freedom; Board Association relations; association rights; meet and discuss provisions; personnel files; appointment, reappointment, and nonreappointment; academic rank; promotion and tenure and continuing contract procedures; faculty evaluation; faculty workload; responsibilities of department or other units and chairpersons; checkoff and maintenance of membership; grievance procedures; employee termination; retrenchment; position elimination; leaves; salaries and overload; retirement and insurances; tuition waivers; use of personal automobile; outside employment; office space and equipment; nondiscrimination; no strike/lockout clauses; safety and health; program transfer; and program elimination. Grievance forms are appended. (SW)

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AGREEMENT
UNIVERSITY OF MAINE

WITH

ASSOCIATED FACULTIES OF THE UNIVERSITY OF MAINE

FACULTY UNIT

1985-1987

ED278342

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ARTICLE 1
Recognition

The Board of Trustees of the University of Maine (hereafter the Board) recognizes the Associated Faculties of the University of Maine/ Maine Teachers Association/National Education Association (hereafter the Association) as the sole and exclusive bargaining agent for University of Maine employees, as defined in the University of Maine Labor Relations Act, in the faculty bargaining unit (hereafter Unit members). Unit members are University employees in titles or positions included in the faculty bargaining unit as a result of the Stipulation in Unit Determination Hearings and Memorandum of Understanding dated March 27, 1978; the Certification by the Maine Labor Relations Board on May 11, 1978; and the Unit Determination Report of the Maine Labor Relations Board dated August 4, 1978, as they are amended by Article 12, Responsibilities of Department, Division or other Appropriate Units and Chairpersons; the Memorandum of Understanding dated September 19, 1982; and the Memorandum of Understanding dated March 1, 1982. For this purpose, persons having full time appointments in a unit title for a single appointment period of more than six (6) months or for consecutive appointment periods at the same campus totaling more than six (6) months, will be considered unit members following completion of six (6) months of such continuous full time service.

ARTICLE 2
Academic Freedom

The Board and the Association agree that academic freedom is essential to the fulfillment of the purposes of the University. The parties acknowledge and encourage the continuation of an atmosphere of confidence and freedom while recognizing that the concept of academic freedom is accompanied by a corresponding concept of responsibility to the University and its students.

Unit members shall be free from any censorship, threat, restraint, or discipline by the University with regard to the pursuit of truth in the performance of their teaching, research, publishing or service obligation.

Unit members shall have freedom in classroom presentation and discussion provided that the presentation and discussion are relevant.

Unit members as citizens are entitled to the rights of citizenship in their roles as citizens. Because of their special status in the community, unit members have a responsibility and an obligation to indicate when

expressing personal opinions that they are not institutional representatives unless specifically authorized as such.

ARTICLE 3
Board Association Relations

A. The Board of Trustees (hereafter Board) and the Association agree to maintain the academic character of the University of Maine (hereafter University) as an institution of higher education.

B. The rights, functions, powers, duties and responsibilities of the Board and its officers and agents, under applicable state law and the Bylaws of the Board, including the Board's right to alter or waive existing Bylaws or policies in accordance with the procedures specified in the Bylaws shall remain vested in the Board and in said officers and agents except as modified by this Agreement.

C. Nothing contained in this Agreement shall be construed to diminish the rights granted under the Bylaws of the Board to the entities and bodies within the internal structure of the University so long as such rights are not in conflict with a stated term of this Agreement.

D. Nothing contained in this Agreement shall be construed to prevent the Board and its officers and agents from meeting with any individual or organization to hear views on any matters. The Board or its officers and agents shall at all times be cognizant of the status of the Association as the sole and exclusive bargaining agent under the University of Maine Labor Relations Act for unit members.

ARTICLE 4
Association Rights

A. 1. Duly designated staff representatives of the Association shall be permitted on University premises at reasonable hours for the purpose of conducting official Association business. The Association agrees to a reasonable exercise of this privilege which will not interfere with or interrupt the normal operations of the University.

2. One designated grievance chairperson per campus except two at UMO and USM and, during the period of negotiations, seven (7) designated negotiating team members shall henceforth be granted priority, when necessary, insofar as possible within the campus scheduling procedures, in the selection of times for their assigned teaching schedules and/or other professional responsibilities in order to facilitate the implementation of this

Agreement. These Association representatives shall have the responsibility to meet all classes, office hours and other duties and responsibilities. Such representatives shall have the right during times outside of those hours scheduled for such activities to investigate, consult and prepare grievance presentations and attend grievance hearings and meetings or participate in collective bargaining.

3. Upon timely designation by the Association, unit members who are Association representatives shall be granted a total of not more than eighty-four (84) hours of release time during the period from July 1, 1985 to June 30, 1987 for the purposes of negotiations, grievance handling and implementation of this agreement. No more than sixteen (16) hours shall be available to unit members from any single campus in any semester. The Association may purchase released time at the Instructor overload rate for six (6) additional unit members timely designated for the above described purposes. Such purchased released time shall not exceed a total of eighteen (18) hours per semester, and all released time shall be subject to the above limitations regarding its allocation to campuses.
4. The Association shall inform the University of the names of the individual unit members who are to receive priority scheduling and/or released time far enough in advance so that the scheduling of any semester's classes is not interfered with or otherwise disrupted.

B. 1. The Association shall be allowed reasonable use of the intra-campus mail system.
2. The Association may request a lockable office for Association use purusant to existing campus procedures at the University of Maine at Orono and the University of Southern Maine. An office shall be provided to the Association if available.
3. The University shall allow at no cost to the Association the listing of a campus or other designated phone number for the Association in each campus directory. The Association may, at its cost, have a University phone installed on each campus. All operating charges shall be borne by the Association.
4. The Association shall have access for purposes of Association business to campus meeting rooms through the normal reservation process at each campus. The Association shall pay only the amount required of other campus organizations for this privi-

lege.

5. The Association shall have access to the use of available campus office equipment at reasonable times.
6. The Association shall receive at no cost three (3) campus parking passes, where utilized, to assure ease of compliance with campus traffic regulations while representatives of the Association are on official business.
7. The University shall provide the Association with a data file of all unit members within the first fifteen (15) days of October and February of each year. The file shall contain the following information:
   a. initial date of appointment;
   b. type of appointment;
   c. highest degree;
   d. rank and date obtained;
   e. base salary;
   f. campus, college and department;
   g. address.
8. Unless otherwise stated in this article, the Association shall pay the cost of all materials, supplies and any other normal charge incident to the use of equipment or facilities.

C. The University shall supply the Association president or that person's designee with all public agendas, minutes and reports of the Board of Trustees in a timely fashion. At any Board of Trustees meeting where the agenda specifies public discussion with the public regarding matters which are subject to collective bargaining with the Association, the Association shall have the opportunity upon request to express its views in accordance with procedures and conditions for public comment which are adopted by the Board.

ARTICLE 5
Meet and Discuss

A. Upon request of either party the Chancellor and/or designees of the Chancellor shall during the term of this Agreement meet with a committee appointed by the Association for the purpose of discussing matters necessary to the implementation of this Agreement.

B. The request for any such meetings shall include a list of the specific matter(s) to be discussed. A copy of any request shall be sent simultaneously to the offices of the Associate Vice Chancellor for Employee Relations and the Association's Higher Education Rep-

resentative.

C. If the matters to be discussed are University-wide, appropriate arrangements will be made by the Chancellor's office to schedule the meeting within two (2) weeks of notice in such manner and at such times as the parties mutually agree. The Association Committee shall be of reasonable size and shall not exceed sixteen (16) persons. Six (6) meetings per year, if requested, shall constitute compliance with this section. Additional meetings may be scheduled by mutual consent in the manner described above.

D. If the matters to be discussed are related to a particular campus, the Chancellor's Office will notify the chief administrative officer of that campus who shall make the appropriate arrangements to schedule the meeting within two (2) weeks of receipt of notice in such manner and at such times as the parties mutually agree. The Association Committe shall be of reasonable size and shall not exceed twelve (12) persons. Two (2) meetings per semester per campus, if requested, shall constitute compliance with this section. Additional meetings may be scheduled by mutual consent in the manner described above.

E. Such meetings shall not be for the purpose of discussing specific grievances, conducting collective bargaining negotiations on any subject, or modifying, adding to or deleting any provision of this Agreement.

F. Matters of common concern, other than those specified in paragraph A, may be placed on the list of matters to be discussed with the Chancellor by mutual agreement of the Chancellor and the Association.

ARTICLE 6
Personnel File

A. Each campus shall maintain, for official University purposes, one (1) personnel file for each unit member. This file shall be kept under conditions that insure its integrity and safekeeping and shall contain copies of personnel forms, official correspondence to and/or from the unit member, written evaluations and other appropriate materials relating to the unit member's employment.

B. Unit members shall be sent a copy of all material henceforth placed in the file at the same time as it is placed in the file. Anonymous, unattributed or inappropriate material shall not be placed in the file. A unit member shall have the right to submit a timely written

response to any material placed in the personnel file. This timely written response shall then be filed and attached to the appropriate file material.

C. Unit members shall have the right to examine their file in the presence of the file's custodian, that individual's designee, or, if those persons are unavailable, an appropriate administrator, during the normal business hours of the office in which the file is kept. Upon written request and the payment of five (5) cents per page of copying, a unit member may obtain copies of any material in the personnel file. Access shall be permitted and copying accomplished during the normal business hours of the office in which the file is kept.

D. Unit members are encouraged to periodically review their file. It shall be the responsibility of each unit member to annually update the personnel file including: biographical data, information on teaching, research, publications, and University and public service.

E. A unit member may indicate in writing to the file's custodian those materials which the unit member considers inappropriate to be retained. The materials shall be reviewed by the file's custodian and shall be removed from the file if adequate justification is shown for their removal. For unit members who have a tenured appointment or continuing contract, or who hold the rank of Lecturer and have completed at least six (6) years of service, written reprimands or other formal disciplinary action shall be removed from the unit member's personnel file after three (3) years provided that the unit member has received no additional written reprimands or other formal disciplinary actions.

F. In a specific personnel action no use may be made of any material which has not been properly and timely placed in the personnel file with the exception of recommendations by reviewing individuals or bodies which shall be placed in the personnel file as soon as a decision is reached in the specific personnel action.

G. The file shall be available to authorized committees and individuals responsible for the review and recommendation of a unit member with respect to any personnel actions.

H. The Association or a duly designated representative shall have access to a unit member's personnel file provided written authorization has been granted by the unit member to the custodian of the files. The Association or the duly designated representative shall be subject to the same rules on access and copying that are applicable

to the unit member.

I. The Association agrees to indemnify and hold the Board harmless from and against any liability for any claim of improper, illegal or unauthorized use by the Association, or a duly designated representative, of information contained in the personnel file.

ARTICLE 7
Appointment, Reappointment and Non-Reappointment, and Contract Status

A. Initial Appointments

1. In filling a university-approved vacancy within a department, division or other appropriate unit, which under the University of Maine Labor Relations Act would result in bargaining unit status, appropriate candidate(s) chosen from all applicants who meet the established criteria shall be recommended by the department, division or other appropriate unit. The criteria shall be established in the traditional manner. The recommendation shall be made in compliance with applicable "equal opportunity" and/or "affirmative action" laws, policies and/or procedures.
2. The department, division or other appropriate unit faculty shall submit their recommendation to the chairperson. The chief administrative officer or his/her designee(s) may accept or reject the recommendation and that decision shall be final and non-grievable. Prior to rejecting any department, division or other appropriate unit recommendation the chief administrative officer or his/her designee(s) will meet with the faculty involved to discuss the recommendation. In the event that the recommendation of the department, division or other appropriate unit is rejected, the faculty involved will be asked to submit another recommendation.
3. In the event that time constraints do not permit adherence to the above described procedures, the administration reserves the right to make the necessary appointment. In such event, the administration shall make a reasonable effort to inform the faculty involved and to solicit their advice. Such appointments shall not be for a duration which precludes resort to the above procedures prior to the next academic year.

B. Probationary Period

The probationary period is an opportunity for the University to evaluate new unit members.

A probationary unit member shall be entitled to the following:

1. Annual evaluation as provided for in Article 10, Evaulations.
2. A frank appraisal by the chief administrative officer or his or her designee of considerations beyond the control of the department, division or other appropriate unit or of the unit member, which might make reappointment unlikely.

C. Procedure Regarding Reappointment and Non-Reappointment

1. Faculty members, except those appointed with fixed length appointments, shall automatically be considered for reappointment unless they indicate in writing to the department chairperson or director their intent to resign at the end of the current appointment.
2. The department chairperson or director shall inform the appropriate peer committee that a faculty member is eligible for consideration for reappointment. Said committees shall be designated by the department, division or other appropriate unit and instructed by the University as to their responsibilities at least four weeks prior to the date for submission of the committee's recommendation in the case of first and second year faculty members and at least six weeks prior to the date for submission of the committee's recommendation in the case of faculty members beyond their second year of service. Failure of the peer committee to comply with its responsibilities under this article shall not constitute the basis for a grievance where such instructions have been timely provided by the University.
3. In its consideration of the faculty member for reappointment, the peer committee shall:
   a. have access to the faculty member's personnel file, as provided in Article 6, Personnel File; and
   b. provide the faculty member with an opportunity to meet with and address the committee.
4. The peer committee shall then forward its recommendation regarding reappointment to the faculty member and department chairperson or director at least two months prior to that date for notice of non-reappointment which is appropriate to the faculty member's length of service, as described in Section D of this article, except that in the case of faculty members in the first year of service, the peer committee shall forward its recommendations by no later than January 15. Within one week of the receipt of the recommendation by the chairperson or

director, the faculty member may prepare a written response to the recommendation. The response, if any, will go forward with the recommendation. There shall be no further opportunity to submit materials for the review process except:

a. in extraordinary circumstances;
b. to correct factual errors in the material submitted;
c. to receive outside evaluations solicited during the reveiw process which are received prior to the decision by the chief administrative officer.

In the event of such additional materials, the reappointment consideration shall be remanded to the peer committee for reconsideration except by mutual agreement of the University and unit member involved. In such event, appropriate revisions will be made to any deadlines for peer committee and/or University actions described in this Article. The unit member will be informed in writing of the new deadlines. An effort will be made to adhere to the notice requirements of Article 7, Section D.

5. Such administrative officers as the University deems appropriate shall make recommendations to the chief administrative officer regarding the reappointment of the faculty member. Such recommendations will be communicated in writing to the unit member at the same time they are forwarded. The unit member has no right to respond to or grieve a negative recommendation until formally notified of the decision by the chief administrative officer. The grievance, if any, shall be filed at the administrative level where the first negative recommendation was made.
6. The decision as to whether the faculty member shall be reappointed shall rest with the chief administrative office. The chief administrative officer shall inform the faculty member of his or her decision and shall promptly supply written reasons upon the request of the faculty member.

D. Notice of Reappointment or Non-Reappointment

Unit members with probationary appointments shall receive written notice of reappointment or non-reappointment on the following schedule:

1. Not later than March 1 of the first academic year of University service in a probationary appointment, if the appointment expires at the end of that year; or, if an initial one-year appointment terminates during an academic year, at least three months

in advance of its termination.

2. Not later than December 15 of the second academic year of University service in a probationary appointment, if the appointment expires at the end of that year; or, if an initial two-year appointment terminates during an academic year, at least six months in advance of its termination.
3. Not later than June 30 of the year prior to the expiration of an appointment after two or more years of University service in a probationary appointment, or if such an appointment terminates during an academic year a minimum of one (1) year.

E. Information to be provided to unit members

A unit member shall receive a legible copy of his/her Personnel Action Form (P-10) or its equivalent, showing the current terms of appointment contained in the payroll-personnel system at the time of appointment and as changes occur therein.

The unit member shall also be promptly supplied with current information regarding:

1. A concise statement including general expectations for the unit member in the areas of teaching, research and public and University service consistent with Article 11, Workload;
2. Any special terms and conditions of employment;
3. The existing evaluation criteria and procedures applicable to the department, division or other appropriate unit;
4. The promotion, reappointment, tenure and continuing contract criteria and procedures applicable to the department, division or other appropriate unit;
5. Any department, division or other appropriate unit, college or campus mission statements; and
6. A copy of this agreement.

F. Contract Status

1. Unit members shall be placed in one of the following categories:
   a. "Probationary Appointment" shall mean an appointment without tenure or continuing contract. A faculty member having a probationary appointment shall be reappointed or non-reappointed as provided for in this Article. Unit members who hold probationary appointments are eligible for tenure or continuing contract status. Probationary appointees may be removed subject to the provisions of Article 16, Retrenchment and/or Article 15, Termination; or they may leave employment by resignation or retirement.

b. "Tenured Appointment" shall mean the right of a unit member to continued employment without removal except as provided for in Article 15, Termination, or Article 16, Retrenchment; or by resignation or retirement.

c. "Continuing Contract" shall mean the right of a unit member to continued employment without removal except as provided for in Article 15, Termination, or Article 16, Retrenchment; or by resignation or retirement.

d. "Soft-Money" appointments shall mean appointments which are the result of external funding from agencies, institutes or organizations over which the University has no financial control and which are so identified at the time of appointment. Unit members who hold soft-money appointments may be eligible for tenure or continuing contract status. A unit member with tenure or continuing contract will not be considered to hold a soft-money appointment if the unit member's salary is temporarily funded by soft money.

   A unit member who holds a "soft-money" appointment shall have no right, expectancy or interest in any reappointment beyond the length of the funding. The University may assume funding to retain a unit member in a soft-money position for an interim period of time not to exceed one year. In this case the appointment will continue to be designated a soft-money appointment.

e. Appointment in the category of "Lecturer" shall be in accordance with the provisions of Article 8, Section E of this agreement.

f. "Fixed Length Appointments" mean appointments which are for a specified duration which are not ordinarily renewable. A unit member who holds a fixed length appointment shall not be eligible for tenure or continuing contract status. A fixed length appointment will be given to any person who is not eligible for appointment in any of the preceding categories, who is appointed in a unit title on a full time basis for a single period of more than six consecutive months, or in the case of a renewal of a prior full time appointment in a unit title at the same campus of less than six months, where the total period of continuous full time service in the unit title will exceed six months. Fixed length

appointments will not be utilized to circumvent those provisions of Article 9 of this agreement pertaining to consideration for tenure or continuing contract. Time spent at the University of Maine in a fixed length appointment may be credited toward a required probationary period by mutual agreement. Other terms and conditions of employment shall be established by mutual agreement at the time of appointment to any subsequent position. The Association shall be provided with a list of unit members with fixed length appointments upon execution of this agreement and shall be promptly notified of all renewals of fixed length appointments.

2. Explanatory Provisions:
   a. Length of Probationary Period:
      (i) For those unit members eligible for tenure, the total period of full-time service prior to consideration for tenure will not exceed six (6) years.
      (ii) For those unit members eligible for continuing contract status, the total period of full-time service with CES rank prior to consideration for continuing contract status will not exceed six (6) years.
      (iii) For purposes of defining University service relative to sections D and F.2.a of this Article, any person hereinafter initially employed subsequent to November 30 of any academic or fiscal year, except as provided in Article 11, Section A. 2, shall not receive service credit for that academic or fiscal year unless mutually agreed upon in writing at the time of the initial probationary appointment.
   b. Assignment of Contract Status:
      (i) "Continuing Contract" as referred to in this Agreement shall be reserved for unit members employed by the University of Maine Cooperative Extension Service.
      (ii) All non-CES unit members who presently hold a continuing contract with the academic rank of instructor or higher shall be treated for purposes of this Agreement in the same manner as unit members holding tenure.
   c. Unit members who hold a "soft-money" appointment shall have priority consideration in any probationary openings in their department, division or other appropriate unit, for

which they are qualified, provided however, that Equal Employment Opportunity and/or Affirmative Action procedures and/or policies appropriate and applicable to the probationary opening were followed by the department, division or other appropriate unit at the time of initial "soft-money" appointment. Time spent at the University of Maine in a "soft-money" appointment may be credited toward the required probationary period.

G. Unit members who intend to resign or retire must provide written notice to the University no less than ninety (90) days prior to the date of resignation or retirement.

ARTICLE 8
Academic Ranks

A. There shall be the following academic ranks: 1. Lecturer, 2. Instructor, 3. Assistant Professor, 4. Associate Professor, 5. Professor.

B. There shall be the following extension ranks: 1. Extension Instructor, 2. Assistant Extension Educator, 3. Associate Extension Educator, 4. Extension Educator.

C. There shall be the following research ranks: 1. Assistant Research Professor, 2. Associate Research Professor, 3. Research Professor.

D. Unit members shall hold the ranks listed in Sections A through C of this Article except for those unit members who prior to January 1, 1985 did not hold such ranks. The criteria for and the utilization of academic ranks, extension ranks, and research ranks shall be in conformity with existing Board of Trustees policy except as otherwise modified by or changed in accordance with this Agreement.

E. Unit members with "soft-money" appointments shall hold academic, extension or research ranks in conformity with Article 7, Section F.1.d, Appointment, Reappointment and Non-Reappointment and Contract Status.

F. Use of the rank "Lecturer" shall be governed as follows:
   1. Service in the rank of Lecturer shall not count toward fulfilling the probationary period for tenure.
   2. Lecturers shall be appointed initially for a period not to exceed two years.
   3. Lecturers may be reappointed for periods not to exceed three years.
   4. After six years of service, non-reappointment shall be for just cause except for lecturers who as their primary function are

either head coaches in major sports or assistant coaches in major sports for whom such standard shall not apply. Major sports are defined as men's football, men's basketball, men's hockey, men's baseball, women's field hockey, women's basketball and women's softball.

5. In the case of unit members who are coaches or otherwise involved in inter-collegiate athletics, any violation of policies or regulations governing or associated with inter-collegiate athletics may constitute just cause for termination.
6. Procedure regarding reappointment and non-reappointment of unit members who are Lecturers shall be consistent with Article 7.C of this Agreement.
7. Unit members who hold ranks above the Instructor level shall not be redesignated Lecturer or Instructor under this section.
8. Unit members who are appointed consistent with the terms of this section may at the option of the University be given the rank of Instructor.

G. Nothing in this Agreement shall be construed as conferring tenure status on any unit member.

ARTICLE 9
Promotion and Tenure and Continuing Contract Procedures

A. Promotion, tenure and continuing contract recommendations by the faculty of the department, division or other appropriate unit shall be in accord with the criteria established in Article 10, Evaluations, and consistent with the applicable sections of Article 8, Academic Ranks.

B. 1. Unit members shall be considered for tenure or continuing contract in their sixth year of service unless they indicate in writing to the chairperson, dean or director their intent to resign at the end of their current appointment.

2. Unit members who wish to be considered for tenure or continuing contract prior to their sixth year of service or promotion shall submit requests in writing to the chairperson, dean or director as early as possible but by no later than September 15.

C. 1. The department, division or other appropriate unit chairperson, or director or dean shall inform the appropriate peer committee that a unit member has applied or is eligible for consideration for tenure, continuing contract or promotion. Said committees

shall be designated by the department, division or other appropriate unit and instructed by the University as to their responsibilities by September 25. Failure of the peer committee to comply with its responsibilities under this Article shall not constitute the basis for a grievance where such instructions have been timely provided by the University.

2. In its consideration of the unit member for tenure, continuing contract or promotion, the peer committee shall:
   a. have access to the unit member's personnel file, as provided in Article 6, Personnel File, and
   b. provide the unit member with an opportunity to meet with and address the committee.
3. The peer committee shall forward its recommendation regarding tenure, continuing contract or promotion to the department, division or other appropriate unit chairperson or director or dean and the unit member by no later than November 10.
4. Within one week of receipt of the peer recommendation by the chairperson, director or dean, the unit member may prepare a written response to the recommendation. The response, if any, shall go forward with the recommendation. There shall be no further opportunity to submit materials for the review process except:
   a. in extraordinary circumstances;
   b. to correct factual errors in the material submitted;
   c. to receive outside evaluations solicited during the review process which are received prior to the decision or recommendation by the chief administrative officer. In the event of receipt of such additional materials, the promotion, tenure or continuing contract consideration shall be remanded to the peer committee for reconsideration except by mutual agreement of the University and unit member involved. In such event, appropriate revisions will be made to any deadlines for peer committee and/or University actions described in this Article and/or Article 7. The unit member will be informed in writing of the new deadlines. An effort will be made to adhere to the notice requirements of Article 7, Section D.
5. Such committees and administrative officers as the University deems appropriate shall make recommendations to the chief administrative officer regarding the promotion of and/or

granting of tenure or continuing contract to the unit member. Such recommendations will be communicated in writing to the unit member at the same time they are forwarded. The unit member has no right to respond to or grieve a negative recommendation until formally notified of the decision by the chief administrative officer or Board of Trustees. The grievance, if any, shall be filed at the administrative level where the first negative recommendation was made.

6. The chief administrative officer shall inform the unit member of his/her decision or recommendation when it is transmitted and no later than February 28.
7. The decision as to whether to promote or grant tenure or continuing contract to a unit member shall rest with the Board of Trustees, or where designated, the chief administrative officer.

ARTICLE 10
Evaluations

A. Statement of Purpose:
The evaluation of professional activities in a public institution of higher education is essential to the maintenance of academic and professional standards of excellence. The purpose of faculty evaluations shall be to encourage the improvement of professional performance and to provide the basis for personnel recommendations by the department, division or other appropriate unit.

B. Procedure for the Development of Evaluation Criteria:
1. Recognizing that the mission of the University is teaching, research and public service, each department, division or other appropriate unit shall in developing evaluation criteria include (but not be limited to) the following as appropriate, which are listed in alphabetical order:
   a. Course and curricular development
   b. Creative works in discipline
   c. Departmental, college, campus and university assignments and service
   d. Instruction
   e. Professional activities
   f. Public service in discipline
   g. Publications and papers
   h. Research
   i. Scholarly writing

j. Student advising

2. The parties agree that student input is essential in the improvement of instruction and shall be considered during evaluation. Further, student input is a meaningful part of evaluation. Consequently, unit members shall conduct student evaluations in each class taught. A department, division or other appropriate unit may develop or revise a standard student evaluation form and procedure. Student evaluation forms and procedures shall be developed, revised and approved in accordance with paragraph B.3 of this Article. Student evaluations shall be part of a unit member's personnel file as follows:
   a. Student evaluation forms which contain a series of questions each of which is confined to a limited aspect of the unit member's teaching performance shall be included in the personnel file whether such forms include a rating scale consisting of a discrete number of points such as a numerical scale, or require a series of short narrative answers. When a summary of such student evaluations is prepared by the University, the summary may be placed in the personnel file in lieu of the individual evaluation forms provided the unit member has been given an opportunity to verify the summary. Such student evaluations or summaries, if unsigned, shall not constitute anonymous materials under Article 6, Personnel File.
   b. Student evaluation forms which consist of a broad solicitation, without limit or direction, to evaluate the unit member's teaching performance, including such portions of student evaluation forms otherwise described in subparagraph a above, shall be placed in the personnel file when signed by the student who has conducted the evaluation.
   c. Unsolicited student commentaries regarding a unit member's teaching performance which are contained on the evaluation form may be included in the personnel file if signed by the student and, by mutual consent, may be included even if unsigned.
   d. Student evaluations shall not be made available to unit members until final grades for the course evaluated are received by the registrar.
3. For the purpose of evaluating peers each department, division or other appropriate unit shall develop evaluation criteria.

a. Each department, division or other appropriate unit shall submit their evaluation forms, procedures and criteria to the department, division or other appropriate unit chairperson or director for transmittal to the chief administrative officer or his/her designee.

b. The chief administrative officer of his/her designee shall respond in writing (within 21 calendar days) to the department, division or other appropriate unit stating his/her approval or rejection of the evaluation criteria.

c. If the chief administrative officer or his/her designee approves the evaluation criteria, he/she will see that it is duplicated and distributed to appropriate unit members and shall forward a copy to the association president or his/her designee.

d. If the chief administrative officer or his/her designee rejects the evaluation criteria he/she shall submit in writing his/her specific objections and his/her recommendations to the department, division or other appropriate unit.

   The chief administrative officer or his/her designee shall then meet with the department, division or other appropriate unit to resolve the issues. If within twenty-one (21) calendar days the issues have not been resolved to the mutual satisfaction of both parties, they will be submitted to a panel consisting of three (3) unit members elected by the department, division or other appropriate unit and three (3) administrators appointed by the chief administrative officer or his/her designee. The findings of a majority of the panel shall be binding on both parties.

e. The evaluation criteria so developed shall be the sole criteria relating to professional performance used in personnel recommendations except as otherwise provided in this agreement. The parties acknowledge that individuals evaluating performance in accordance with said cirteria may differ in their conclusions based on academic judgment. Where institutional circumstances may prevent reappointment, promotion or tenure the requirements of Articles 7.B.2 and 17 shall be observed. Evaluation criteria and student evaluation forms and procedures which are approved pursuant to this article shall remain in force until such time as revisions have been developed and approved pursuant to

this article. Approved revisions shall be effective as of the commencement of the next academic or fiscal year. Review of the evaluation criteria, forms and procedures by the department, division or other appropriate unit and submission for approval in accordance with the procedures described in this article shall occur whenever such review is considered appropriate by the department, division or other appropriate unit or the chief administrative officer or his/her designee.

C. Evaluation Procedure:

1. Each department, division or other appropriate unit shall conduct annual evaluations of each unit member except: a) those unit members whose service will cease at the end of the current academic or fiscal year need not be evaluated; and b) any unit member having the rank of professor with tenure and any unit member having the rank of extension educator with continuing contract shall be evaluated by the department, division or other appropriate unit every four (4) years, or more frequently upon written request of the unit member. These evaluations shall be scheduled to insure that promotion, tenure, continuing contract status, and reappointment schedules and/or deadlines will be met.
2. The peer committee may request from the unit member supporting documents, or other information pertaining to the assignments of the unit member.
3. Upon request of the unit member, the chairman of the peer committee or the appropriate peer committee of each department, division or other appropriate unit, shall meet with each individual unit member being evaluated for frank discussions of that person's professional performance.
4. The peer committee shall prepare a written evaluation. For one week prior to placing the evaluation in the unit member's official personnel file, the unit member shall have the opportunity to supply written comments which if provided will be attached to the peer committee's evaluation.
5. The evaluation, with response, if any, shall be placed in the unit member's personnel file by the custodian of the file.

ARTICLE 11
Workload

A. 1. The work year for unit members on fiscal year appointments, except for such unit members in the Department of Physical Education and Athletics at the University of Maine at Orono, shall be from July 1 through June 30 inclusive of annual leave and holidays as provided in Article 18, Leaves. Except for such period of annual leave and holidays, unit members shall be available for assignment to professional activities.

2. The work year for unit members on fiscal year appointments in the Department of Physical Education and Athletics at the University of Maine at Orono shall be twelve consecutive months inclusive of annual leave and holidays as provided in Article 18, Leaves. Except for such period of annual leave and holidays, unit members shall be available for assignment to professional activities.

B. The work year for unit members on academic year appointments shall be from September 1 through May 31. The work year shall include a teaching workload of two semesters and other professional and University actvities and responsibilities.

C. 1. The workload of unit members shall consist of teaching, research, university, and public service. The mix of teaching, research, university, and public service responsibilities varies among campuses, colleges, divisions, departments, and unit members.

2. The major basis for determining the composition of a unit member's workload shall be department, division or other appropriate unit responsibilities and needs, college needs, individual competencies and the past workload of an individual unit member.

3. There shall be no unreasonable change in practices relating to the scheduling of class times during the term of this Agreement.

4. Individual workload assignments shall be made by the department, division or other appropriate unit chairperson or director in consultation with the individual unit member and the department, division or other appropriate unit subject to the approval of the chief administrative officer or his or her designee and shall be reasonable. There shall be no unreasonable increase or decrease in an individual's total workload during the term of this Agreement.

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5. Unit members will not normally be required to teach at an outreach center without their consent.
   Consideration in assignments to outreach programs shall include such factors as terms contained in letters of appointment, academic program needs and financial considerations. The University shall exercise reasonable effort to assure equitable distribution of outreach assignments.
6. Reasonable efforts will be made to schedule classes for unit members teaching at more than one geographic location in such a way as to minimize travel time between locations and to allow adequate travel time between classes.

D. Unit members shall be entitled to at least ten (10) hours off time between the completion of assigned work on one day and the commencement of assigned work on the subsequent day. If a unit member's assigned work goes beyond ten p.m., the unit member shall not be required to perform assigned work earlier than ten a.m. the following day.

E. Upon reasonable request, the University shall supply necessary data regarding unit members' workloads to the Association for use in such studies of workload which the Association may conduct.

ARTICLE 12
Responsibilities of Department, Division or Other Appropriate Units and Chairpersons

A. The parties recognize that chairpersons have both administrative and collegial functions and that unit members have a legitimate concern in the selection, retention and performance of individuals serving as chairpersons.

B. Chairpersons at the following campuses shall be unit members: UMFK, UMM, USM.

C. Chairpersons at the following campuses shall not be unit members: UMA, UMO, UMPI, UMF.
   The nomination and selection of non-unit chairpersons shall be in accordance with current governance policy in effect at the appropriate campus. Governance policies which are in effect at the time of execution of this Agreement are attached (Appendix C). Although revisions to such policies may occur during the term of this Agreement in accordance with appropriate governance procedures, such revisions shall recognize the legitimate concerns of unit members described in Section A above. Any changes in governance policies

pertaining to the nomination and selection of non-unit chairpersons shall be promptly forwarded to the Association.

D. In the case of unit chairpersons, the department, division or other appropriate unit shall recommend to the chief administrative officer or his/her designee a candidate whenever an opening for chairperson arises.

If the opening is to be filled from within the department, division or other appropriate unit, the method of reaching departmental, divisional or other appropriate unit agreement on a candidate shall rest with the department, division or other appropriate unit.

If the opening is to be filled from outside the department, division or other appropriate unit, Article 7, Appointment, Reappointment and Non-Reappointment and Contract Status, will be followed. The chief administrative officer or his/her designee(s) may accept or reject the recommendation and that decision shall be final. Prior to rejecting any department, division or other appropriate unit recommendation, the chief administrative officer or his/her designee(s) will meet with the department or division faculty involved to discuss the recommendation. In the event that the recommendation of the department, division or other appropriate unit is rejected, the faculty involved will be asked to submit another recommendation.

E. The position of chairperson may be filled on a temporary (acting) basis at the discretion of the chief administrative officer or his/her designee for a period not to initially exceed one year. The position may continue to be filled on a temporary (acting) basis for up to one (1) additional year if a chairperson has not been timely appointed on a regular basis within the initial year, or if such action is in accord with a recommendation of the department, division, or other appropriate unit.

F. 1. Workload for unit chairpersons in departments of five or more shall be reduced by one course or 25% each semester. In departments of less than five, the administration will after consultation with the chairperson designate a stipend or reduced load. Additional compensation for unit chairpersons shall be based on the number of full-time equivalent faculty in the department inclusive of the chairperson. In the calculation of full-time equivalent faculty, full-time regular faculty shall each count as one (1) full-time equivalent, and each twelve (12) credit hours taught by part-time and temporary faculty shall count as one (1) full-time equivalent. For any year, this calculation shall be

based on an average of the number of full-time equivalent faculty in the department in each of the two semesters in the preceding academic year.

Size	Reduced Load	Stipend
less than 5	1 course or 25%	or $900/yr.
at least 5 but less than 11	1 course or 25%	and $1300/yr.
at least 11 but less than 16	1 course or 25%	and $1700/yr.
16+	1 course or 25%	and $2100/yr.

Following consultation with the chairperson if it is the opinion of the campus administrtion that the chairperson cannot accept a reduced workload, reimbursement shall be at the appropriate overload rate except that chairpersons in departments of less than five (5) full-time equivalent members shall not be reimbursed.

2. When the University requests unit chairpersons with academic year appointments to perform occasional but substantial services during the period from June 1 to August 31, and such unit chairpersons accept assignment to such duties, they shall be compensated by payment of an additional 50% of the appropriate annual stipend which is set forth in Section F.1 of this Article.

G. The departments, divisions or other appropriate units shall retain their traditional input into academic policy and standards consistent with the overall purposes of the University and the written policies of the Board of Trustees. Departments, divisions or other appropriate units shall establish appropriate committees to carry out their responsibilities pursuant to this Agreement.

ARTICLE 13
Checkoff and Maintenance of Membership

A. Unit members shall 1) within six months of their initial full-time appointment to the University or 2) within sixty (60) days of the ratification of this Agreement if their service is beyond six months and 3) by October 1 of subsequent years elect one of the following alternatives: a) membership in the Association; b) payment of a representation fee; c) payment to an education fund.

B. Unit members who are members of the Association as of the date of ratification of the Agreement or who, thereafter, during its term, become members of the Association, shall maintain their membership in the Association for the term of this Agreement; provided, however, that any such unit member may resign from membership

in the Association during the period from August 15 to September 15 of a given year.

C. Unit members who elect the representation fee, which is for the costs associated with the negotiation and the continued administration of this Agreement and the legal requirement that the Association represent all bargaining unit members, shall during the term of this Agreement be assessed monthly at the rate of ninety-five (95) percent of the amount of the annual membership dues divided by twelve (12).

D. Unit members who elect the education fund fee shall during the term of this Agreement be assessed monthly at the rate of one-twelfth (1/12) of the annual membership dues.

E. The University agrees to deduct in monthly installments the regular annual dues of the Association, the monthly representation fee or the monthly educational fund fee from the pay of those unit members who individually request in writing that such deductions be made. The amount(s) to be deducted shall be certified in writing by the Association within thirty (30) days of the signing of this Agreement, and thereafter by August 10 of each year. The University shall remit monthly the aggregate deductions, together with an itemized statement containing the names of the unit members from whom the deductions have been made and the amount so deducted from each one. The aforesaid remittance shall be made by the 15th day of the month following the month in which such deductions have been made.

F. The University shall not be responsible for making any deduction for dues or fees if a unit member's pay within any pay period, after deductions for withholding tax, Social Security, retirement, health insurance, and other mandatory deductions required by law is less than the amount of authorized deductions. In such event it will be the responsibility of the Association to collect the dues or fees for that pay period directly from the unit member.

G. The University shall be entitled to designate at least one (1) representative to participate in the administration of the educational fund.

H. The University's responsibility for deducting the above dues or fees from a unit member's salary shall terminate automatically upon either: 1) cessation of the authorizing unit member's employment, or 2) the transfer or promotion of the authorizing unit member out of the bargaining unit, or 3) resignation from membership

under paragraph B.

I. The University shall deduct any authorized amount as certified by the Association in accordance with paragraph E. Failure to meet the obligation set forth in paragraph A shall not result in termination or non-reappointment of a unit member. The responsibility for enforcing the obligation in paragraph A rests with the Association.

J. The Association shall indemnify, defend, and hold the University harmless against any claim, demand, suit, or any form of liability (monetary or otherwise), including attorneys' fees and costs, arising from any action taken or not taken by the University in complying with this Article or in reliance upon any notice, letter, or written authorization furnished to the University pursuant hereto. The Association assumes full and sole responsibility for all monies deducted pursuant to this Article upon remittance to the Association.

K. The Association and the University shall develop appropriate forms to authorize payment of the representation and education fund fees.

L. Employees who upon completion of six months of employment will become unit members in accordance with the University of Maine Labor Relations Act may voluntarily become members of the Association and utilize payroll deductions for payment of dues during the six month initial period of employment prior to becoming unit members.

M. The University shall inform all unit members in writing of their obligation to make an election as specified in paragraph A above. Such notice shall be given to individuals in writing within five (5) days after becoming bargaining unit members or within five (5) days after the execution of this Agreement whichever is applicable.

ARTICLE 14
Grievance Procedures

The Association and the University agree that they will use their best efforts to encourage the informal and prompt settlement of any complaint that exists with respect to the interpretation or application of this Agreement. However, in the event such a complaint arises between the University and the Association which cannot be settled informally, a grievance procedure is described herein.

A. Definitions:

1. A "grievance" shall mean an unresolved complaint arising dur-

ing the period of this Agreement between the University and a unit member, a group of unit members, or the Association with respect to the interpretation or application of a specific term of this Agreement.

2. A "grievant" is the unit member, group of unit members or Association making the complaint.
3. "Days" shall mean all days exclusive of Saturdays, Sundays and officially recognized University holidays, as described in Article 18, Leaves.

B. Informal Procedure:

A complaint may be presented informally to the administrator whose decision or action is being contested.

C. Formal Procedure:

Step 1: In the event satisfactory resolution is not achieved through informal discussions the grievant, within twenty (20) days following the act or omission giving rise to the grievance or the date on which the grievant reasonably should have known of such act or omission if that date is later, shall complete and forward to the administrator whose action or decision is being contested the written signed grievance form (Appendix A). The Administrator shall respond in writing within ten (10) days of receipt of the grievance.

Step 2: If satisfactory resolution is not achieved in Step 1, the grievant, within ten (10) days of receipt of an answer, or of the date the answer is due if no answer is provided, shall forward the grievance form, written statement(s) why the resolution is not satisfactory, and any other documentation, to the next appropriate level of administration. A grievance so presented shall be answered in writing within ten (10) days of receipt of the grievance. This step of the grievance procedure shall be applicable only at the following campuses: UMF, UMO, UMPI, USM.

Step 3: In the event satisfactory resolution is not achieved in Step 2, the grievant, within ten (10) days of the receipt of an answer or of the date the answer is due if no answer is provided, shall forward the grievance form and written statement(s) why the resolution is not satisfactory, and any other documentation, to the chief administrative officer or his/her designee. A grievance so presented shall be answered in writing within twenty (20) days of receipt

of the grievance.

If a grievance affects unit members in more than one department, division or other appropriate unit on a campus, the Association, within twenty (20) days following the act or omission giving rise to the grievance or the date on which the Association reasonably should have known of such act or omission if that date is later, shall forward to the chief administrative officer or his or her designee the written signed grievance form referred to in Step 1. A grievance so presented shall be answered in writing within twenty (20) days of receipt of the grievance.

Step 4: In the event satisfactory resolution has not been achieved in Steps 1 through 3, the Association, within twenty (20) days of receipt of the answer or of the date the answer is due if no answer is provided, shall forward to the Chancellor or his or her designee the written grievance form, written statement(s) why the resolution is not satisfactory, and any other documentation. The Chancellor or his or her designee shall answer in writing within twenty (20) days of receipt of the grievance. If the grievance affects unit members on more than one campus, the Association, within twenty (20) days following the action or omission giving rise to the grievance or the date on which the Association reasonably should have known of such act or omission if that date is later, shall forward to the Chancellor or his or her designee the written signed grievance form referred to in Step 1. A grievance so presented shall be answered in writing within twenty (20) days of receipt of the grievance.

Step 5: a) In the event a grievance is not satisfactorily resolved at Step 4 of the grievance procedure and the Association wishes to proceed to arbitration, it shall serve written notice to that effect. Notice shall be by certified mail directed to the Chancellor within twenty (20) days after receipt of the Step 4 answer or the date such answer is due, if no answer is provided. The parties shall meet within ten (10) days to select an arbitrator competent in matters concerning institutions of higher education. Should the parties be unable to agree upon an arbitrator within five (5) days of the initial meeting, or if the ten day period

lapses without a meeting being scheduled, the grievance will be referred to the American Arbitration Association for resolution by a single arbitrator in accordance with the procedures, rules and regulations of that Association.

b) The arbitrator shall have no authority to add to, subtract from, modify or alter the terms or provisions of this Agreement. Arbitration shall be confined to disputes arising under the terms of this Agreement.

c) The arbitrator shall have no authority to substitute his or her judgment for the academic judgment exercised by the chief administrative officer or designee(s) or the Board of Trustees or their designee(s).

d) The arbitrator's decision as to whether there has been a violation of this Agreement shall be final and binding on the University, the Association and any and all affected members.

e) An arbitrator may award lost University compensation where appropriate to remedy a violation of the Agreement, but the arbitrator may not award other monetary damages or penalties.

f) The arbitrator may award an appropriate remedy when a violation of the Agreement has been determined. In no case shall the arbitrator award tenure as a remedy nor shall an arbitrator's decision awarding employment beyond the sixth year of employment entitle the unit member to tenure. The arbitrator in a case involving the denial of tenure may direct a remand to the Board of Trustees and may include a recommendation regarding the tenure status of the unit member.

g) If a unit member is reappointed at the direction of an arbitrator, the chief administrative officer may reassign the unit member during such reappointment to some mutually agreed upon assignment.

D. Duplicate Proceedings:

A grievance alleging a violation of the non-discrimination article shall not be processed under this Agreement on behalf of any employee who files or prosecutes, or permits to be filed or prosecuted on his or her behalf in any court or governmental agency, a claim, complaint or suit, complaining of the action grieved, under applicable federal or state law or regulation. Notwithstanding the preced-

ing sentence, if the processing of a grievance is not completed within one hundred fifty (150) days of the date of the alleged violation, the restriction provided in the preceding sentence shall not be applicable where a complaint is filed thereafter with the Maine Human Rights Commission or their successor agencies with respect to the same claim.

E. Rights and Responsibilities of the Grievant, University and Association:
   1. No reprisals shall be taken by either the grievant, Association, or the University against any participant in the grievance procedure by reason of such participation.
   2. A unit member may be represented at any level of the grievance procedure by an Association member, or professional staff or counsel of the Maine Teachers Association.
   3. When a unit member is not represented by the Association, the Association shall have the right and a reasonable opportunity to be present at all stages of the formal procedure and to state its views.
   4. Except for the decision resulting from arbitration or settlement, all documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the unit members.
   5. The forms which must be used for filing a grievance (Appendix A) any any subsequent review (Appendix B) shall be prepared by the University and supplied to unit members and the Association.
   6. In all grievances at Steps 3 and 4 the grievance designees for the Association and the University, or their representatives, will arrange a meeting to discuss the grievance. Other participants in the matter which is the subject of the grievance may attend by invitation of a party. The requirement to conduct such a meeting may be waived with respect to any grievance by mutual agreement, confirmed in writing, of the University and Association representatives involved.

      All meetings and hearings under this procedure shall be conducted in private and shall include only the parties in interest and their designated representatives.
   7. In the event that a grievance is not timely answered by the University at any step in the procedure, the grievant or the Association, as appropriate, may file at the next step in the procedure.

8. The costs of arbitration will be borne equally by the University and the Association. Such shared cost shall be limited to the arbitrator's fee and expenses and the charges of the American Arbitration Association.
9. The University shall promptly forward to the Association a copy of any submitted written grievance and any written material accompanying the grievance. This requirement is waived in the case of grievances filed by the Association, or unit member(s) who are represented by the Association or its representatives.
10. No complaint informally resolved or grievance resolved at Steps 1, 2, 3 or 4 shall constitute a precedent for any purpose unless agreed to in writing by the Chancellor or designee and the Association.
11. All grievances shall be filed within the time limits set forth or the grievance will be deemed to have been resolved by the decision at the prior step. The time limits in this Article may be extended by mutual agreement of the grievant and the appropriate University administrator at any step of the grievance procedure except that the time limits for the initial filing of a grievance may be extended only by agreement between the Chancellor or designee and the Association. Any mutual agreement shall be confirmed in writing as soon as practicable.
12. Acts or omissions which occurred prior to the execution of this Agreement shall not constitute evidence of a violation of any term of this Agreement.
13. Grievances will be scheduled for arbitration in the order in which the University receives from the Association notice of its intent to proceed to arbitration, except where the parties mutually agree otherwise in this Agreement. In scheduling arbitrations, the parties may mutually agree to schedule more than one grievance to be heard by a single arbitrator.

ARTICLE 15
Termination

A. Definitions:
1. "Termination" shall mean the removal from employment of a unit member with an appointment of definite duration during the term of the appointment, or a unit member with a tenured appointment or continuing contract at any time.
2. "Suspension" shall mean the temporary removal of a unit

member from the performance of duties.

3. "Discipline" shall mean such things as withholding of pay, reprimands, reduction in rank or unusual limitations on access to University facilities or services.

B. No unit member shall be terminated, suspended or disciplined without just cause.

C. 1. A unit member with tenure, continuing contract or lecturers with more than six years of service shall receive notice of termination from the chief administrative officer on a campus at least six (6) months in advance of the effective date of said termination. A unit member without tenure, continuing contract or lecturers with six (6) years of service or less shall receive notice of termination from the chief administrative officer on a campus at least three (3) months in advance of the effective date of said termination.

2. The chief administrative officer of a campus may immediately suspend a unit member where there is evidence that the unit member's presence imminently threatens individuals or the operations of the University. Such suspension of a unit member shall be with pay.

3. Suspension prior to termination may be used when a unit member has voluntarily or involuntarily abandoned his or her position. Such suspension may be without pay.

D. A unit member who is terminated, suspended or disciplined shall be given written notice of the action taken and the reasons therefor. The chief administrative officer shall notify the Chancellor and the Association of any termination or suspension.

E. Any termination of a unit member pursuant to this Article shall have priority scheduling at Step 5 of the grievance procedure.

ARTICLE 16
Retrenchment

A. "Retrenchment" shall mean the discontinuance of a unit member with a tenured appointment or continuing contract from a position at any time or a probationary or fixed length appointment before the end of the specified term for bona fide financial or program reasons.

B. 1. For retrenchment within designated units, there shall be the following retrenchment categories:

a. less than one (1) year of employment

b. one to three years of employment
c. four to six years of employment
d. seven to ten years of employment
e. eleven to fifteen years of employment
f. sixteen to twenty-one years of employment
g. more than twenty-one years of employment

2. No tenured unit member shall be retrenched if there are non-tenured unit members in the retrenchment unit.
3. No unit member with a continuing contract shall be retrenched if there are unit members without a continuing contract in the retrenchment unit.
4. Where unit members are equally qualified under 1 through 3 above, unit members will be retained whose qualifications are most essential to the mission and purpose of the retrenched unit.
5. The above order of retrenchment shall be applied in such a way as to minimize any adverse effect on affirmative action employment programs.

C. Unit members to be retrenched shall be informed as soon as possible. Unit members shall receive the applicable notice period provided for in Article 7, Appointment, Reappointment and Non-Reappointment and Contract Status, except for unit members with tenured or continuing contract appointments who shall receive at least one and one-half years notice of retrenchment, as described in Section D of this Article.

D. Unit members with tenured or continuing contract appointments shall fulfill their professional responsibilities for the remainder of the semester in which they are given notice, and shall thereafter receive one and one-half years of total compensation. During this one and one half year period, such unit members shall have no further professional obligations to the University unless appropriate alternate or equivalent employment at the retrenched unit member's campus, with the expectation of continuance beyond eighteen (18) months, is made available to the unit member in accordance with Section E of this Article. In such event, the salary received from the alternate or equivalent employment will be supplemented as necessary by a stipend so that no reduction in salary will be suffered during the one and one-half year period. If such employment is offered and refused the obligation to continue compensation for eighteen (18) months shall be limited to the difference between the

salary for the position offered and the salary for the position from which the unit member was retrenched.

E. At the time of notice of retrenchment, the University shall make a reasonable effort to locate appropriate alternate or equivalent employment within the University for retrenched unit members. A retrenched unit member shall have a priority right to alternate or equivalent positions within the bargaining unit for which he/she is qualified.

F. 1. For two (2) years following the effective date of retrenchment, a unit member who has been retrenched, who indicates a desire to be placed on a recall list, and who is not otherwise employed in a full time university position, shall be offered reemployment in the same position at the campus at which previously employed at the time of retrenchement should an opportunity for such reemployment arise. A unit member who held a tenured or continuing contract appointment on the date of termination by reason of retrenchment shall resume the tenured or continuing contract appointment upon recall. The unit member shall receive the same salary which was received at the time of retrenchment plus any nondiscretionary increases in salary or benefits received by faculty.

2. All persons on the recall list shall regularly be sent university position vacancy announcements in the unit. For this purpose, it shall be the unit member's responsibility to keep the University advised of the unit member's current address.

3. Should a vacancy occur at another campus within the University, unit members on the recall list shall be considered prior to the general public advertisement of the position.

4. Any offer of appropriate reemployment pursuant to this section must be accepted within thirty (30) days after the date of the offer. In the event any offer of reemployment is not accepted, the unit member shall receive no further consideration pursuant to this Article.

G. For the purposes of this Article a retrenched unit member shall have been considered to have been laid off.

H. In the event that retrenchment has taken place, no equivalent program will be developed at any campus for a period of three years unless the affected faculty have the right to relocate with the program.

I. The provisions of this Article shall not apply to unit members with

"soft money" appointments.

J. When a retrenchment is ordered, the University shall make available to the Association relevant information upon request.

K. In the event of retrenchment the Association may proceed directly to Step 4 of Article 14, Grievance Procedure.

ARTICLE 17
Position Elimination

Prior to the elimination of a position held by a unit member in his or her probationary period, the chief administrative officer or his/her designee shall meet with the department, division or other appropriate unit and the affected unit member to explain the reasons for the elimination.

The impact of the elimination of a position is grievable; however, the reasons given as provided for above shall not constitute the basis for a grievance.

ARTICLE 18
Leaves

A. 1. Unit members may with the approval of the non-unit chairperson and/or dean, attend professional meetings or conferences. With the approval of the chairperson and dean the unit member's expenses, or a portion thereof, may be reimbursed in accordance with the current provisions of the University policy.

2. There shall be no reduction in the departmental funds for travel to professional meetings, symposiums, seminars or other conferences below the level of fiscal year 1980-81.

B. 1. Sabbatical leaves with pay shall be granted on the following basis:

a. The University will make available ten (10) University sabbaticals annually. The allocation of these sabbaticals to each campus shall be as follows: UMA 1, UMF 1, UMFK 1, UMPI 1, UMM 1, UMO 3, USM 2.

Unused University sabbaticals shall carry forward to the next academic year and will be allocated to campuses in rotational order based on descending campus size, which shall be determined by the number of unit members with six (6) or more years of full-time service at each campus.

b. In addition to the University sabbaticals (a above) the campuses shall make available at least the following number of

campus sabbaticals: UMO 20, USM 12, UMPI 1, UMA 1.

c. In addition to University and campus sabbaticals (a and b above), if a department, division or other appropriate unit can provide coverage for the costs associated with a sabbatical so that no additional costs are incurred by the University then the department, division or other appropriate unit may, with the approval of the chief administrative officer or his/her designee, allocate and recommend the award of additional sabbaticals.

2. Unit members may make an application during their sixth year for a sabbatical leave.

3. a. Applications for these sabbaticals shall be submitted to the chief administrative officer of the campus or his/her designee in accordance with procedures established at each campus which shall include a review and recommendation by the department, division or other appropriate unit. The selection of those who will receive these sabbaticals shall be based on a program proposal which includes a statement of intent and on benefits of the proposed sabbatical to the individual, the campus and the profession. All other things being equal time since last sabbatical shall be considered a relevant factor in the awarding of sabbaticals.

b. Upon request of a unit member who has been denied a sabbatical leave, the chief adminstrative officer or designee shall discuss his or her decision with the unit member. If requested, the chief adminstrative officer or designee shall then promptly furnish written reasons for the decison to the unit member.

c. Applications for sabbaticals shall be submitted no later than six (6) months prior to the proposed effective date of the sabbatical and in accordance with campus procedures. In unusual circumstances this requirement may be waived. Unit members will be notified of approval or disapproval of sabbatical applications by the chief administrative officer no later than three (3) months prior to the proposed effective date of the sabbatical.

d. The Association shall be furnished annually a list by campus of unit members applying for, receiving and being denied sabbaticals.

4. a. Sabbatical salaries shall be one-half pay for the academic or

fiscal year; or full pay for one semester or half-year. Fiscal year employees opting the academic year basis for sabbaticals shall be paid by prorating the fiscal year salary to the academic year equivalent and then receiving one-half pay for academic year awards or full pay for one semester awards.

b. The unit member must return to the University for at least one academic or fiscal year following the sabbatical. Agreements to the contrary must be in writing prior to participation. Salary received during the sabbatical must be returned to the University where neither of the above is satisfied.

c. The unit member must provide a brief written report of the participation in the program to the chief administrative officer or his/her designee.

d. Unit members shall be eligible for another sabbatical leave after completion of six (6) years of full-time service since the last sabbatical. Calculation of service for this purpose shall begin at the time the unit member returns from the last previous sabbatical. Exceptions may be made if a proposed program is deemed of exceptional value to the individual, campus or the profession and there are unfilled sabbaticals.

e. Compensation during the sabbatical shall include contributions made by the University to retirement programs, Social Security programs, and insurance programs under University policy.

f. Annual leave and sick leave shall continue to accrue during the period of the sabbatical on a pro-rata basis.

g. While on sabbatical leave, a unit member shall be permitted to receive travel and moving expenses, fellowships, grants-in-aid or financial assistance from sources other than the University, provided there is no requirement to perform duties detrimental to or which interfer with the objectives for which the sabbatical has been granted.

5. Grievances under this section may be appealed through Step 5 of the grievance procedure, except that academic judgments regarding the selection of unit members to receive these sabbaticals shall not be grievable.

C. 1. Upon timely written request of a unit member, the chief administrative officer or his/her designee shall normally grant a

leave without pay for a period not to exceed one year. Such leave may be extended by the chief administrative officer or his/her designee upon timely written request of the unit member for up to two successive one-year periods. Upon return the salary of the unit member shall be adjusted to reflect all nondiscretionary increases distributed during the period of leave. The University shall provide that retirement and appropriate insurance coverage for periods of leave without pay will be available to the unit member at his or her expense. While on leave without pay, the employee shall retain accumulated sick leave and annual leave, but shall not earn sick leave or annual leave. Time spent on leave without pay shall not be creditable for the purpose of determining eligibility for tenure or continuing contract except by mutual agreement of the unit member and the chief administrative officer or his/her designee.

2. Leaves without pay, granted under this provision for educational purposes, may be to acquire or complete an academic degree, to gain practical experience in one's field, or to participate in an educational opportunity valuable to the individual, the department or the campus.

   While on a leave without pay for educational purposes, the University shall contribute its proportionate share to retirement and appropriate insurance programs if the unit member chooses to participate in those programs. Upon return, the salary of the unit members shall be adjusted to reflect all nondiscretionary increases distributed during the period of leave. While on leave, the unit member shall retain accumulated sick leave and annual leave. Time spent on educational leave without pay may be creditable for the purpose of determining eligibility for tenure or continuing contract if agreed to in writing by the unit member, the department, division or other appropriate unit and the chief administrative officer or his/her designee. Time spent on educational leave without pay shall be creditable for purposes of retrenchment.

3. The University shall grant a unit member with tenure or continuing contract a leave of absence without pay and without forfeiture of tenure or continuing contract or other accumulated leave benefits to fulfill the duties of a legislator, provided that the unit member submits a written notice of intent to become a candidate for the Legislature no later than June 30 of the pre-

ceding academic year.

D. 1. Unit members shall earn one and two-thirds (1 2/3) days of disability leave for each monthly pay period, or major portion thereof, of employment.

2. Unit members may henceforth accumulate disability leave up to a maximum of one hundred fifty (150) days. Where retirement plans applicable to unit members permit service credit for accumulated disability leave, unit members may accumulate additional days of disability leave for such retirement purposes only if such credit is granted at no cost to the University.

3. The University shall provide each unit member with an annual statement showing disability days earned, utilized and accumulated. This statement shall be furnished to unit members within sixty (60) days after the execution date of the Agreement and thereafter during the month of October of each year.

4. a. A unit member who is unable to perform duties because of a disability may use any and all accrued leave credits. A "disability" shall be defined as any physical or mental impairment of health, including an impairment resulting from pregnancy, which disables a unit member from the full and proper performance of duty.

b. A unit member must take disability leave for those days during which, due to disability, the unit member is unable to be on campus or other appropriate job site for classroom teaching or other assigned activities. A continuous period of disability leave commences with the first day of absence and includes all subsequent days until the unit member returns to work. For this purpose, Saturdays, Sundays and in the instance of fiscal year appointees, official holidays observed by the University shall not be counted. Unit members on disability leave during the period of either administrative holidays or official University holidays observed on the campus academic calendar shall not be charged disability leave for that period.

c. A unit member may use up to a total of ten (10) days disability leave each fiscal year for absences resulting from illness or injury of a member of the unit member's immediate family upon proper notice to the chief administrative officer or his or her designee. This provision is for those emergency situations were the nature of the illness or family conditions

are such that the unit member must be available to care for the family member.

d. A unit member may use up to five (5) days disability leave in each occurrence of death of a member of the unit member's family in order to attend the funeral and/or to matters related to the death. Proper notice of the unit member's absence for this purpose shall be provided by the unit member to the chief administrative officer or his or her designee.

5. If a unit member's absence due to disability or other use of disability leave exceeds five (5) consecutive days or becomes habitual, the University may by submitting a request in writing require the unit member to furnish verification of the disability in the form of a written statement from the attending physician or the equivalent evidence to substantiate use of disability leave for family illness, injury or death. The unit member shall have ten (10) days to comply with the request.
6. If the chief administrative officer believes that a unit member is unable to perform assigned duties due to illness or injury, the chief administrative officer may suspend the unit member with pay and require the unit member to submit to a medical examination by a physician chosen and paid by the University, or if the unit member desires, by a physician chosen and paid by the unit member who is acceptable to the University and who shall submit a report to the University. If the medical examination confirms that the unit member is unable to perform assigned duties, the chief administrative officer shall place the unit member on compulsory disability leave at which time the unit member shall be notified in writing of the conditions under which the unit member may return to work. A unit member who is placed on compulsory disability leave shall be required to exhaust all leave credits prior to being placed on leave without pay. Application for total disability benefits must be made if the medical prognosis indicates a disability of qualifying duration.
7. If the unit member is unable to return to work at the end of a compulsory leave period or after exhausting accumulated disability or vacation leave, based on a current medical certification obtained as described in Section D, paragraph 6, of this Article, the chief administrative officer may after consultation

with the unit member:

a. extend the leave without pay pending determination of eligibility for total disability benefits; or
b. extend the leave without pay for up to one year if the University deems such leave to be justified and not detrimental to the operation of the University and medical evidence indicates the possibility of a return to employment at that time.

When either of the above conditions have been met and the unit member is still unable to return to work the chief administrative officer may:

a. request the unit member's resignation; or
b. terminate the unit member's employment.

8. In the event of the death of a unit member on an academic year appointment, the University shall pay to his/her estate an amount equal to 1/6 his or her annual salary or accrued salary, whichever is greater.
9. In the event that eligibility for total disability benefits has not been determined by the first day of the month following six (6) consecutive months of total disability, a unit member may continue to use accumulated disability leave days until disability leave has been exhausted or the unit member has been determined to be eligible for total disability benefits, whichever occurs sooner. Any monthly benefits subsequently paid to or on behalf of a unit member pursuant to a long-term disability insurance plan provided by the University shall be reduced by any amounts paid by the University to a unit member under this Article as disability leave payments within each of the months following six consecutive months of total disability.

E. 1. A unit member who is summoned as a member of a jury panel or subpoenaed as a witness, in a case not involving the unit member's personal litigation, shall be granted leave with pay and any jury or witness fees shall be retained by the unit member. No unit member shall be given leave with pay for the purpose of appearing as an expert witness when the unit member receives professional compensation for an appearance.
2. Any unit member who substitutes for another unit member appearing as an expert witness shall be compensated on a per diem basis at the overload rate appropriate to his or her rank.
3. To be eligible for the benefits of this section of the Agreement,

evidence in the form of a subpoena or other written notification shall be presented to the unit member's immediate supervisor as far in advance as possible.

F. 1. Unit members on fiscal year appointments shall earn annual leave at the rate of one and two-thirds (1 2/3) days per month, or major portion thereof of employment for the first fifteen (15) years of service. In subsequent years, the unit member shall earn annual leave at the rate of 2 days per month, or major portion thereof, of employment. Academic year unit members shall not earn or accrue annual leave. Up to forty (40) days of annual leave may be carried forward from year to year.

2. In the first year of employment annual leave shall be earned before being taken. All requests for annual leave shall be submitted by the unit member to the immediate supervisor as far in advance as possible and appropriate. Approval of the dates on which a unit member wishes to take annual leave shall be subject to the consideration of departmental and organizational scheduling but shall not be unreasonably withheld by a supervisor.

3. When a fiscal year unit member terminates employment or changes from a fiscal year to an academic year contract, the campus shall pay the unit member for up to forty (40) days of unused annual leave provided that a determination has been made by the campus that the unit member was unable to reduce the unused annual balance prior to the change to the academic year contract or the termination of employment. Any accrued annual leave in excess of forty (40) days shall be forfeited by the unit member.

G. The holidays for unit members on fiscal year appointments shall be:
Independence Day — Labor Day — Columbus Day —
Veterans Day — Thanksgiving Day — Day after
Thanksgiving — Christmas Day — New Year's Day
Washington's Birthday — Patriot's Day — Memorial Day.

The date of the observance of the holidays shall be communicated to the Association by the University prior to the start of the fiscal year in which the holidays occur.

Holidays which fall on days when classes are scheduled shall be taken at a time mutually agreeable to the unit member and the appropriate supervisor.

ARTICLE 19
Salaries and Overload

A. 1. Effective July 1, 1985, the salaries of current unit members shall be increased by 4% of the June 30, 1985 base salary, except for those current unit members who are participants in the Maine State Retirement System or the Federal Retirement System, whose salaries shall be increased by 5% of the June 30, 1985 base salary.

2. The University shall make available a pool for additional salary increases for unit members effective July 1, 1985. For each department, division or other appropriate unit, the pool shall be equal to two (2) percent of the June 30, 1985 total salaries of unit members except those funded from "soft-money" sources in the department, division or other appropriate unit. The pool shall be distributed in accordance with the procedures described in Section A.5 of this Article.

3. Effective July 1, 1986, the salaries of unit members shall be increased by 4% of the June 30, 1986 base salary, except for those unit members who are participants in the Maine State Retirement System or the Federal Retirement System, whose salaries shall be increased by 5% of the June 30, 1986 base salary.

4. The University shall make available a pool for additional salary increases for unit members effective July 1, 1986. For each department, division or other appropriate unit, the pool shall be equal to one (1) percent of the June 30, 1986 total salaries of unit members except those funded from "soft-money" sources in the department, division or other appropriate unit. The pool shall be distributed in accordance with Section A.5 of this Article.

5. The procedure which shall be utilized for the distribution of the pools for additional salary increases which are described in Sections A.2 and A.4 of this Article shall be as follows:

   a. By means of a procedure established by the appropriate faculty committee, departments, divisions and other appropriate units shall forward recommendations for awards from the funds allocated to the department, division or other appropriate units. The recommended increases shall not be across-the-board.

   b. A faculty member shall be notified of his/her peer recommendation as soon as such information is transmitted to the

administration.

c. The campus administration shall review the committee recommendations. In the case of administrative adjustments to committee recommendations:
   i. no recommendation shall be reduced by more than 30%;
   ii. no adjustment may result in an increased award which exceeds 150% of the average award, exclusive of zero amounts, in the department, division or other appropriate unit.

d. A faculty member may discuss the peer recommendation with the dean or chief academic officer as is appropriate.

e. The chief academic officer and/or the chief administrative officer shall issue notice in writing of the awards to affected unit members.

f. The academic judgments, decisions and recommendations of faculty members and administrators rendered under this procedure are not grievable or arbitrable.

g. The University shall establish a schedule within which the above described procedure will occur.

h. The University shall furnish the Association with a report of all awards made when this procedure has been completed in each year.

B. 1. a. Effective July 1, 1985, any unit member who is promoted within the collective bargaining unit shall be guaranteed an increase in base salary on the effective date of the promotion. The minimum amount of the increase shall be as follows:

for unit members promoted from:

	academic year appointment	fiscal year appointment
instructor to assistant professor	$ 802	$1016
assistant professor to associate professor	$1150	$1445
associate professor to professor	$1712	$2140

b. Effective July 1, 1986, any unit member who is promoted within the collective bargaining unit shall be guaranteed an increase in base salary on the effective date of the promotion. The minimum amount of the increase shall be as follows:

for unit members promoted from:

	academic year appointment	fiscal year appointment
instructor to assistant professor	$ 850	$1076
assistant professor to associate professor	$1219	$1531
associate professor to professor	$1814	$2268

c. This provision shall also apply to equivalent ranks in the Cooperative Extension Service and research ranks.

2. a. Effective July 1, 1985, unit members in the rank of lecturer shall receive salary increases based upon length of continuous full-time regular University service, as follows:

	academic year appointment	fiscal year appointment
six years of service	$ 588	$ 749
ten years of service	$1150	$1445
sixteen years of service	$1712	$2140

The appropriate increase shall in the case of lecturers with fiscal year appointments, be added to base salary on July 1 of the year immediately following the completion of the prescribed years of service as specified above, and on September 1 in the case of lecturers with academic year appointments.

b. Effective July 1, 1986, unit members in the rank of lecturer shall receive salary increases based upon length of continuous full-time regular University service, as follows:

	academic year appointment	fiscal year appointment
six years of service	$ 623	$ 794
ten years of service	$1219	$1531
sixteen years of service	$1814	$2268

The appropriate increase shall in the case of lecturers with fiscal year appointments, be added to base salary on July 1 of the year immediately following the completion of the prescribed years of service as specified above, and on September 1 in the case of lecturers with academic year appointments.

C. 1. Effective July 1, 1985, rank minima for unit members shall be as follows:

	academic year appointment	fiscal year appointment
Instructor	$13,847	$16,683
Assistant Professor	$17,105	$20,608
Associate Professor	$19,548	$23,553
Professor	$23,621	$28,373

2. Effective July 1, 1986 rank minima for unit members shall be as follows:

	academic year appointment	fiscal year appointment
Instructor	$14,678	$17,684
Assistant Professor	$18,131	$21,844
Associate Professor	$20,720	$24,966
Professor	$25,038	$30,075

3. This provision shall also apply to equivalent ranks in the Cooperative Extension Service and research ranks.

D. Overload compensation rates in effect for unit members as of May 31, 1985 shall be increased by seven (7) percent for courses which commence June 1, 1985 or thereafter. For courses which commence June 1, 1986 or thereafter, such overload compensation rates shall be increased by an additional six (6) percent. Such overload compensation rates are minimum rates.

E. A committee shall be established consisting of an equal number of faculty unit members designated by the Association and persons designated by the University as their respective representatives. The committee shall investigate issues relating to current variations in methods of compensating faculty unit members for teaching, beyond their normal workloads, courses which are offered for credit. The committee shall report its findings to the parties by September 1, 1985.

ARTICLE 20
Retirement and Insurances

A. 1. The University shall continue the existing TIAA-CREF Retirement Plan for unit members. Contribution rates shall be as follows:

a. Effective July 1, 1985

University share	9% of unit member's annual base salary
Unit member's share	5% of his/her annual base salary
Total	14% of unit member's annual base salary

b. Effective July 1, 1986

University share	10% of unit member's annual base salary
Unit member's share	4% of his/her annual base salary
Total	14% of unit member's annual base salary

2. The Incentive Plan for Early Voluntary Retirement, as amended by the Board of Trustees on January 25, 1978, shall remain in existence.
3. A committee shall be established consisting of a equal number of faculty unit members designated by the Association and persons designated by the University as their respective representatives. The committee shall investigate and compare existing retirement plans applicable to unit members in which the University participates and alternatives thereto. The committee shall report its findings to the parties.

B. The University shall continue to make available to unit members a health insurance plan which is the equivalent to the plan in existence. Unit members may choose to enroll themselves and their eligible dependents in this plan. The University will continue to contribute the current monthly premium rates which are in effect as of June 30, 1985 toward the cost of this insurance as well as any increases in premium rates on or after July 1, 1985.

C. The University will maintain for unit members the existing or equivalent group life insurance, travel insurance, accidental death and dismemberment insurance and long-term disability insurance. Any increases in premium costs in the above insurances shall be the responsibility of the University.

D. 1. Existing retirement plans other than TIAA-CREF in which the University participates shall be continued for covered unit members, so long as such plans permit participation by the University.
2. Existing health insurance plans other than the plan referred to in Section B, in which the University participates shall be continued for covered unit members, so long as such plans permit participation by the University.

ARTICLE 21
Tuition Waiver

A. 1. The University will waive tuition for up to two (2) courses per semester and during the summer not to exceed four (4) credit hours each course for unit members.

2. Such courses shall be contingent on the availability of space. Each campus shall retain the right to designate those non-credit courses to which tuition waiver will not apply.

3. This benefit shall not be applicable when a unit member is on an unpaid leave of absence for longer than ninety (90) days, long term disability or Worker's Compensation. In the event a unit member has begun a course and one of the above situations occurs, the unit member shall be permitted to maintain enrollment at no cost until the end of the semester.

B. 1. The spouse or dependent children of unit members shall be eligible for a waiver of one-half (1/2) tuition, provided that the spouse or dependent child is attending the University of Maine as a full-time student. This waiver does not apply to mini-courses or summer session or other non-semester course offerings.

Children of currently employed unit members who were granted tuition waivers prior to execution of this agreement shall remain eligible to receive such tuition waiver so long as they remain continuously enrolled as full-time students of the University of Maine. In the event of the death of a unit member, his or her spouse or dependent children who are enrolled students and who are otherwise eligible for this waiver at the time of the death shall maintain eligibility as long as they maintain continuous enrollment as full-time students or until they complete the requirements for a degree.

2. In no event shall tuition waivers exceed one-half (1/2) tuition for the spouse or each eligible child of a unit member.

ARTICLE 22
Use of Personal Automobile

A. Unit members who use their personal automobiles for assigned non-campus University business shall receive reimbursement by the University at the rate of twenty-two (22) cents per mile during the term of this Agreement. If during the term of this Agreement, the official University or State of Maine mileage rates are increased, the new rate shall be implemented for unit members.

B. Parking fees which are charged to unit members shall be established by the University but shall not exceed $6.00 per vehicle registered per year.

ARTICLE 23
Outside Employment

A. "Outside employment" as used in this article means employment, including self-employment, which is not contracted for through the University and for which any remuneration paid is not paid through the University.

B. Unit members shall have the right to seek and accept outside employment only as provided in this article.

C. It is the responsibility of unit members to perform fully their teaching, research, and University and public service responsibilities. Unit members' service is not measured in a fixed number of hours per week. The unit member is expected to devote as much time as necessary to fulfill his or her responsibilities.

D. Unit members who intend to engage in outside employment, which is related to the unit member's profession, shall promptly report in writing the nature and extent of the proposed commitment to their appropriate supervisor. In the event that University resources are to be used, prior arrangements shall be made with the appropriate administrative officer for reimbursement at the appropriate indirect rate.

E. If the appropriate supervisor believes that the employment conflicts with the unit member's teaching, research, and University and public service responsibilities, or the University's obligations under applicable law, the supervisor shall meet promptly with the unit member. If, following the meeting, the supervisor does not approve the employment, the unit member will have the right to refer the matter to the appropriate peer committee for their opinion. If the peer committee concurs with the supervisor, the unit member shall not engage in the outside employment but may pursue the matter through the grievance procedure (Article 14). If the peer committee disagrees with the judgment of the supervisor, the unit member may appeal directly to Step 3 and, if necessary, Step 5 in accordance with the grievance procedure.

F. Unit members shall promptly report in writing to the appropriate supervisor any changes in the nature or extent of outside employment which is required to be reported pursuant to Section D of this

Article. Any such outside employment which continues from one year to the next shall be reported in writing if such a report is requested by the University. No unit member shall claim to be an official University representative in connection with outside employment unless so authorized by the Chancellor or the chief campus administrative officer or the designee(s) of those individuals.

ARTICLE 24
Bargaining Unit Work

A. Bargaining unit work includes such activities as are described in Articles 10.B and 11.C.1. These responsibilities are fulfilled in major part by unit members.

B. It is the intention of the parties that bargaining unit work be performed by unit members. However, the responsibilities stated above, as in any other academic institution, are also fulfilled by non-unit members.

C. A variety of research, specialized advising, public service and teaching that has not been traditionally performed by unit members may be determined to constitute part of regular workload or overload as provided in Article 11.

D. Undergraduate students shall not assume regular classroom teaching responsibilities.

E. Where non-unit members have teaching responsibilities, evaluation of teaching performance shall be in accordance with the procedures established in this agreement.

F. Overload courses within their department, division or other appropriate unit shall be offered to qualified unit members. The distribution of such courses shall be in an equitable manner.

G. Unit members shall be informed of summer session and mini-session course opportunities within their department, division or other appropriate unit. Current practice regarding the assignments of these courses within the department, division or other appropriate unit shall be continued.

H. A committee shall be established to consist of no more than three (3) members designated by each party to:
   a. collect data on individual teaching workloads by department, division, or other appropriate unit including all unit members and those non-unit members who teach.
   b. report their findings to the parties for use in negotiations by May 15, 1985. Upon receipt of the committee's report, either

party may reopen negotiations relative to this Article.

I. Departments, division or other appropriate units identified in this report which use non-unit members for more than 35% of current teaching contacts shall not increase this proportion except in the case of unusual circumstances with notice to the Association.

ARTICLE 25
Office Space and Equipment

Unit members shall be provided office space. The University will try to provide individual offices; however, if an office must be shared, arrangements will be made to facilitiate privacy. The desirability of providing each unit member with reasonably secure office space, with access to office equipment, secretarial services and a telephone is recognized.

ARTICLE 26
Non-Discrimination

The University and the Association agree not to discriminate with respect to wages, hours, and working conditions based on race, color, religious creed, national origin, sex, or membership or non-membership in the Association. The parties shall comply with applicable provisions of federal and state laws in respect to discrimination in employment because of age or physical handicap.

ARTICLE 27
No Strike or Lockout

The Board and the Association agree that disputes which may arise between them shall be settled without resort to strike or lockout and that the requirements of law in this regard will not be violated. The Board agrees it will not lock out any or all unit members during the term of this Agreement. The Association agrees on behalf of itself and unit members that there shall be no strikes, slow-downs or interference with the normal operation of the University during the term of this Agreement.

ARTICLE 28
Separability

In the event that any provision of this Agreement is found to be inconsistent with existing state or federal law, the provisions of such state, or federal law shall prevail and, if any provision herein is finally

determined to be invalid and unenforceable by a court or other authority having jurisdiction, such provision shall be considered void, but all other valid provisions hereof shall remain in full force and effect. Negotiation on the provision(s) found invalid shall commence within thirty (30) days of a request of either party.

ARTICLE 29
Safety and Health

A. All unit members will abide by University safety regulations and will use appropriate safety equipment and protective clothing required and provided by the University.
B. On those campuses where the infirmary has a physician in attendance, said infirmary shall be available for emergency assessment and first aid for injuries occurring to unit members while at work.

ARTICLE 30
Program Transfer

A. In the event that a program to which unit members are assigned is transferred to another site which requires the relocation by a participating unit member of more than fifty (50) miles, such unit members who relocate with the program shall be reimbursed for actual, reasonable and necessary household moving expenses.
B. The University shall provide one hundred twenty (120) days advance notice of such program transfers. If less than one hundred twenty (120) days notice is provided, the University shall reimburse a participating unit member for actual, reasonable and necessary temporary housing expenses for a number of days not exceeding the difference between one hundred twenty days and the actual notice in days.

ARTICLE 31
Program Elimination

The Association shall be notified in writing of any proposed elimination of a program to which unit members are assigned at the time a Program Elimination Procedure is initiated. The Association shall have the opportunity to meet and discuss with the campus administration prior to completion of an impact study.

ARTICLE 32
Conditions of Agreement

This is a tentative agreement and shall be of no force and effect unless and until all of the following occur:

A. The tentative agreement is approved by the Board of Trustees of the University of Maine;

B. The tentative agreement is ratified by the bargaining unit membership of the Associated Faculties of the University of Maine, MTA/NEA; and

C. The Legislature of the State of Maine authorizes, and the Governor of the State of Maine approves an additional appropriation for the University of Maine for FY '86 in the amount of $6,400,000 and an additional appropriation for the University of Maine for FY '87 in the amount of $6,400,000.

In the event that one or more of the above conditions is not met, this tentative agreement shall be null and void, and negotiations shall be resumed upon request of either party hereto.

ARTICLE 33
Term of Agreement

A. The provisions of this Agreement shall be effective as of the date of its execution, or July 1, 1985, whichever comes later unless otherwise specified herein, and shall continue in full force and effective until and including June 30, 1987.

B. This Agreement shall not be modified in whole or in part by the parties except by an instrument, in writing, duly executed by both parties, and it is expressly understood and agreed that this Agreement shall expire on the date indicated above.

C. Either party may serve upon the other a notice of at least sixty (60) days prior to the expiration of the Agreement advising that they desire to confer and negotiate with regard to the terms of a successor Agreement.

In witness whereof, the parties hereto have caused this Agreement to be executed as indicated below.

June 3, 1985

For the University of Maine

Patrick E. McCarthy
Samuel J. D'Amico
Joseph A. Stupak, Jr.
Tracy B. Bigney

For the Associated Faculties of the University of Maine, MTA/NEA

Charles Major
Paul R. Harrison
Ruth L. Nadelhaft
Paul C. Rogers
Gil Rogers
Forest M. French

Appendix A

University of Maine
Faculty Grievance Form — Step 1

DATE:

NAME:

AFUM GRIEVANCE REPRESENTATIVE:

CAMPUS:

COLLEGE/DIVISION:

MAILING ADDRESS:

DEPARTMENT:

MAILING ADDRESS:

Provision of Agreement violated:

Article(s) Section(s)

Statement of grievance (including date of acts or omissions complained of):

Redress sought:

I will be represented in this grievance by: (check one)

AFUM ☐ Myself or personal representative ☐

AFUM grievance representative's signature_____

(If AFUM is representing the grievant, an AFUM grievance representative must sign here.)

This grievance was filed with the office of _____

on _____

by (check one) mail _____ or personal delivery _____.

_____ Signature of Grievant

Appendix B

University of Maine
Faculty Grievance Decision Review Form

TO: DATE:

I hereby request that a Step_____ review of the attached decision be made in connection with the attached grievance because:

I received the decision on _____ and filed this request for review at Step_____ with the office of ____on ____by (check one) mail ____or personal delivery__ .

AFUM grievance representative's signature_____
(If AFUM is representing the grievant or if a Step 4 grievance, an AFUM representative must sign.)

_____ _____
Signature of Grievant Name of Grievant

APPENDIX C
Non-Unit Chairpersons Governance Policy
University of Maine at Augusta

3. **The Division Chairperson**
The Division is the principal unit of administration on the Augusta campus. Each Division has a Chairperson who represents the Division by serving as its executive and by reporting to the Dean of Instruction.
A division Chairperson is appointed for a three-year term and may be re-appointed by the procedures followed in his initial appointment . . .

6. **The Selection of Division Chairperson**
The process of selecting a division Chairperson recognizes the need for both meaningful faculty participation and active administrative involvement. Faculty participation may be accomplished through a representative faculty committee, the members of which will be elected by the Divisional faculty. In selecting the members of the Committee, the Divisional faculty will include on the Committee at least two representatives from other Divisions. The Committee, other members of the Divisional faculty, and the Dean will work together throughout the entire process of selection.
When the Committee and the Dean of Instruction have agreed on a candidate, the appointment as Division Chairperson will be recommended to the President through the usual channels by the Dean. If the Faculty Committee and the Dean of Instruction are unable to reach agreement, the choice of the Dean of Instruction as well as that of the Committee will be forwarded to the President.

University of Maine at Orono
Policy on Department Chairmen

The chief administrative officer of a department shall be known as chairman.

Term. The term of the chairman shall be three, four or five years as determined by the department. Normally a chairman shall serve no more than two consecutive terms. However, if a chairman is appointed from outside the university, the first two years shall be considered probationary. Early in the second year the dean shall request that the department vote whether or not to recommend extension of this appointment to the full term. The dean will notify the incumbent promptly of the department's recommendation. If

the vote is affirmative, and if the department's recommendation is accepted by the president, the incumbent continues to serve out the full first term and may then stand for a second. If the affirmative recommendation of the department is not accepted by the president, or if the vote is negative, an immediate review shall be initiated using the procedures set forth in the section entitled **Selection.** If confirmed by this review process, the incumbent will serve out the remainder of the term.

Selection. Early in the final year of the chairman's term, the dean of the college shall assume responsibility for establishing an **ad hoc** selection committee of no fewer than five faculty members. The dean will chair this committee but will have no vote. In departments having three or more tenured faculty members, the faculty of the department shall elect to the committee three members, at least two of whom shall be on tenure and shall notify the dean of the election. The dean will appoint from related disciplines two members of the committee. In departments having fewer than three tenured faculty members, the dean will, with the agreement of the departmental faculty, appoint the necessary number of committee members from related disciplines.

The committee will consider the merits of reappointing the incumbent chairman and of seeking new candidates for the chairman's position. If the committee decides to choose new candidates, it will 1) actively solicit applicants for the position, 2) review credentials of all applicants, 3) select those persons to be interviewed, 4) participate in interviews, 5) insure that persons interviewed are given an opportunity to meet with faculty members of the department, and 6) recommend the candidates considered most suitable for the position.

At a departmental faculty meeting called expressly for the purpose, the committee will meet with the faculty of the department to announce its tentative recommendations. The committee will invite from the faculty expressions concerning its recommendations. Following this departmental faculty meeting, the committee will make its final decision and notify the dean and the faculty of the department of its nomination. The dean will then either recommend the appointment of the nominee or veto the committee choice. Should he or she elect the latter course and the committee not propose an acceptable alternate, the matter shall be referred to a committee consisting of the Vice President for Academic Affairs, the Dean, and a representative of the department selected by the department. This committee shall take such action as is necessary. The college may substitute other procedures to accomplish the basic purposes of this section by a majority vote of that faculty.

Functions of the Chairman.
Sitting as the committee of the whole, all full-time departmental members shall determine the academic philosophy of a department and the broad outline of the curriculum needed to implement that philosophy. The chairman shall be responsible for the general conduct of departmental affairs, and shall have authority for all decisions concerning such affairs. The chairman shall be advised by a Policy Advisory Committee organized as determined by the tenured members and in such a manner as to reflect the special characteristics of the department. The Policy Advisory Committee shall be chaired by the Chairman. The Policy Advisory Committee shall be concerned with all matters concerning appointments and non-appointments, promotions and tenure, resource allocation, and all other matters relative to the successful implementation of the department's educational and scholarly objectives. Should the Policy Advisory Committee feel that its advice and judgment are not given adequate hearing by the Chairman, it shall have the right to bring the matter to the attention of the appropriate dean and academic vice president. The department may organize such other committees as it shall deem necessary.

Program Chairpersons: Bangor Community College. The chief administrative officer of an academic program at the Bangor Community College shall be known as a Program Chairperson. The terms of office, selection, and responsibilities of the Program Chairperson are defined in "Faculty Organization and Structure," a policy statement adopted by the BCC faculty on November 14, 1974, and now available through the office of the Dean of the Bangor Community College. The program chairperson has essentially the same functions as a department chairman.

Selection of Department Chairmen
In the College of Engineering and Science

Early in the final year of a chairman's term, the dean of the College shall meet individually with all members of the department to discuss and consider the merits of re-appointment of the incumbent chairman. The dean shall then meet with the department, the incumbent chairman excepted, to present his evaluation for their criticism and discussion. After this meeting, the dean shall notify first the incumbent chairman and then the department of his decision to re-appoint or not to re-appoint. If members of a department are not satisfied with the dean's decision, they should refer the matter to the Vice President for Academic Affairs.
If the decision is not to reappoint, the dean shall establish a selection com-

mittee consisting of five faculty members and the dean as chairman. In departments having three or more tenured faculty members, the faculty of the department shall elect three members to this committee, at least two of whom shall be on tenure, and shall notify the dean of the selection. The dean will appoint two members of the committee from related disciplines.
The selection committee shall (1) actively solicit applicants for the positions from within the university and from the outside; (2) review credentials of all applicants; (3) select those persons to be interviewed; (4) participate in interviews; (5) insure that persons interviewed are given an opportunity to meet with faculty members of the department; and (6) recommend the candidate(s) considered most suitable for the position. At a departmental faculty meeting called expressly for the purpose, the committee will meet with the faculty of the department to announce its tentative recommendation(s). The committee will invite from the faculty expressions concerning its recommendations. Following this departmental faculty meeting, the dean will make his decision and notify the faculty of the department of his recommendations. Should the recommendation be not acceptable to members of a department, they should refer the matter to the Vice President for Academic Affairs.

University of Maine at Presque Isle

Procedure for Division Chairpersons' Positions As They Become Available Through Retirement, Resignation, or Other Reasons

1. Whan a Division Chairperson position becomes available, the Chairperson position is advertised internally. If no internal candidate is appointed, an external search may be initiated.
   The Vice President for Academic Affairs makes recommendation to the President for appointment.
2. The Division Chairperson is appointed for a term of three years. After consultation with the faculty, with the recommendation of the Vice President for Academic Affairs, there may be continuing terms by appointment of the President.
3. An annual evaluation of each Division Chairperson will be made, in consultation with the faculty, by the Vice President for Academic

Affairs. This evaluation will be discussed with the Division Chairperson.

4. Division Chairpersons' appointments are normally on a fiscal year basis. Compensation will be a salary and a stipend, plus appropriate fringe benefits. During the academic year Chairpersons normally teach one (1) 3 or 4 credit hour course each semester as part of their assigned responsibility.
5. The Division Chairperson will have the terminal degree appropriate to his/her field and proven leadership qualities.

University of Maine at Farmington

Procedures for Selection and Nomination of Department Chairs and Center Directors

1. The term of the Chair/Director of a Department/Center shall be three years. An incumbent Chair/Director may be re-nominated by his or her Department/Center; however, a Chair/Director may not serve for more than six consecutive years.
2. The Chair/Director of a Department/Center shall be a faculty member of that Department/Center. In the event that the position of Chair/Director is to be filled from outside the campus, the normal faculty appointment procedures shall be followed prior to the nomination of the Chair/Director. All full-time faculty members of the Department/Center shall be eligible to stand for the position of Chair/Director.
3. In the event that the Chair/Director is appointed from outside the campus, the first three semesters of his or her appointment as Chair/Director shall be considered probationary. Early in the third semester, the President shall request that the Department/Center vote whether or not to extend this appointment to the full term. If the vote is affirmative, and if the President accepts the Department/Center's vote, the incumbent may continue to serve out the full term, and may then stand for a second. If the affirmative vote is not accepted by the President, or if the vote is negative, the Department/Center shall hold a new election, and a new Chair/Director shall be appointed (according to the procedures outlined in this document) at the beginning of the following semester.

4. All full-time faculty members of the Department/Center shall be eligible to vote in the election of a nominee for Chair/Director. These full-time faculty members shall determine if any additional full-time members of the Department/Center shall be eligible to vote. The actual voting procedures shall be left to the discretion of the individual Departments and Centers.
5. After the election, the name of the Department/Center's nominee shall be forwarded to the President or his designee for appointment.
6. Should there be any question concerning the Department/Center's choice, the President or his designee shall meet with the Department/Center faculty to discuss the matter. This meeting shall take place prior to any formal action.
7. Should the President or his designee reject the Department/Center's nominee, the Department/Center shall conduct a second election.
8. Should the President or his designee reject the Department/Center's nominee following the second election, the President shall appoint a faculty member from the Department/Center to fill the position of Chair/Director on an acting basis for a period of one year.
9. The position of Chair/Director may be filled yearly on an acting basis until the President or his designee appoints a Chair/Director nominated by the Department/Center. However, an appointed Acting Chair/Director may not succeed himself or herself unless nominated for a three year term by the faculty of the Department/Center.